

**VILLAGE OF BREWSTER
NOTICE TO BIDDERS**

SNOW REMOVAL SERVICES

(relating solely to clearing of snow and ice from selected sidewalks within the Village of Brewster after snow and ice events.)

NOTICE is hereby given that sealed bids will be received by the Village of Brewster at the Office of the Village Clerk, 50 Main Street, Brewster, New York 10509, until 12:00 P.M., December 15, 2014, and then at said place be publicly opened and read aloud for the following item:

SNOW REMOVAL SERVICES

The effective period for the contract shall be December 15, 2014 through March 31, 2015.

Copies of the information for bidders, general requirements, bid specifications, non-collusive bidding certification, and bid proposals, may be obtained at the Office of the Village Clerk, 50 Main Street, Brewster, New York 10509. Email requests may be made to phansen@brewstervillage-ny.gov.

Bid Specifications may also be found on the Village Website www.brewstervillage-ny.gov

Bids must be submitted in sealed envelopes at the above address and must bear on the face thereof the name and address of the bidder and the inscription: "SNOW REMOVAL SERVICES." The Village reserves the right to reject any and/or all bids and to re-advertise for new bids. Bids shall be awarded in accordance with Section 103 of the General Municipal Law of the State of New York.

DATED: December 3, 2014

**BY ORDER OF THE BOARD OF TRUISTEEES
OF THE VILLAGE OF BREWSTER**

PETER B. HANSEN, Village Clerk

VILLAGE OF BREWSTER

INSTRUCTION TO BIDDERS

1. Quotes must be submitted on the attached set of forms. (Do not separate these sheets).
2. Each bidder must state that no official of the Village of Brewster is directly or indirectly interested in the proposals. The bid or proposal must be signed by the bidder.
3. The proposal is to be enclosed and sealed in an envelope marked with the name of the bidder and **“SNOW REMOVAL SERVICES.”** Proposals must be received by the Office of the Village Clerk, 50 Main Street, Brewster, New York 10509 by 12p.m. on:

December 15, 2014

and will not be considered if submitted on other than the attached form bid.

4. The Village of Brewster reserves the right to reject all quotes or to award the quote in total or any part thereof which in their opinion will best serves its needs.
5. Where articles or items of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the article as specified represents an accepted standard. Where certain brands of materials, apparatus or equipment are specified, such goods have been selected in order to establish a standard for the particular service required; but it is not the intention to limit competition thereby.
6. All quotes are to be on the basis of delivery prepaid to destination, and all freight and delivery costs are included in the quote price.
7. Quotes submitted shall be binding for forty-five (45) days unless otherwise notified by the Village of Brewster.
8. No work is to be subcontracted without prior written consent and approval of the owner. The Village of Brewster reserves the right to make any alterations, additions, or omissions of work or materials herein specified, during the progress of the work that may be found necessary or desirable; and the same shall be acceded to by the contractor and carried into effect without in any way violating or vitiating the contract. The cost of any such changes shall be agreed upon in writing between the Village of Brewster and the contractor before being executed. No extra work shall be allowed without such written agreement; and no extra work shall be performed before written notice is delivered to the Village of Brewster that it is extra work.
9. The bidder must have all licenses, certifications, permits and approvals required by any and all local, State or Federal departments or agencies to perform the work under the contract.

10. During the performance of this contract, contractor agrees as follows:

- a) The contractor will not discriminate against any employees or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, creed, color or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to all employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. It is the contractor's responsibility to adhere to the N.Y.S. Department of Labor Prevailing Wage Schedule enclosed herewith.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin.

11. The bidder in submitting his bid or proposal, agrees to enter into and fully comply with the enclosed Services Contract with the Village of Brewster if he is the successful bidder for the work in accordance with his bid or proposal, which shall provide the items and/or work to be furnished at the earliest possible date as directed by the Village of Brewster.

12. No bid will be accepted from or contract awarded to a bidder in default upon any obligation to the Village.

13. The Non-Collusive Bidding Certification attached hereto shall be completed and remain part of this document.

14. The Village of Brewster is exempt from payment of all Federal and New York State Tax

15. **Discrepancy**

- a) Should any bidder find any discrepancies in or omissions from the contract documents, or should the bidder be in doubt as to the meaning of any portion of said documents, they shall at once notify the Village of Brewster and obtain an interpretation or clarification prior to submission of their quote. Any and all questions shall be answered by the Village of Brewster.

16. **Representation**

Each bidder by making their quote represents that:

- a) They have read and understand the Documents and their price quote is made in accordance therewith.
- b) They have visited the site and have familiarized themselves with the conditions under which the work is to be performed.

This proposal is made without any connection with any other person making any proposal for the work described herein. No official of the Village of Brewster is directly or indirectly interested therein or in the supplies to which it relates or any portion of the profits thereof.

**DEADLINE FOR RETURN IS
DECEMBER 15, 2014 AT 12 P.M.**

VILLAGE OF BREWSTER

INSURANCE REQUIREMENTS

It is a requirement of the Village of Brewster (the "Village") that for work performed under contract and/or permit authorized by the Village and/or any event or performance conducted on Village property that the Contractor or Permittee procure and maintain at their own expense and without expense to the Village, until final acceptance of the work by the Village, the Insurance listed below:

Upon submission of the bid, a Certificate or Certificates of Insurance must be furnished to the Village in forms satisfactory to the Village.

All Certificates of Insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the Village.

When required by the Village the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

The kinds of Insurance, limits and/or conditions are as follows:

- A. Worker's Compensations - Statutory - covering all operations and all locations involved in the contract.
- B. Comprehensive General Liability - covering all operations and locations involved in the contract, including the following coverages:
 - 1. Premises Operations
 - 2. Independent Contractors & Sub-Contractors
 - 3. Products and Completed Operations
 - 4. Broad Form Contractual
- C. Comprehensive General Liability - covering all operations and locations involved in contract, including the following coverages:
 - 1. Owned Automobiles
 - 2. Hired Automobiles
 - 3. Non-owned Automobiles

Unless specifically required each policy shall provide limits of not less than:

1. Bodily Injury Liability - per occurrence - single limit of \$1,000,000.00
2. Property Damage Liability - per occurrence - single limit of \$1,000,000.00

D. New York State Disability Benefits - Statutory

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT

All policies and Certificates of Insurance of the Contractor shall contain the following clauses:

1. Village of Brewster is named as an additional insured. Insurers shall have no right of recovery or subrogation against the Village of Brewster (including its agents and agencies), it being the intention of the parties that the Insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
2. The clause "other Insurance provisions" in a policy in which the Village of Brewster is named as an Insured, shall NOT apply to the Village of Brewster.
3. The Insurance companies issuing the policy or policies shall have no recourse against the Village of Brewster (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.

The following indemnification agreement shall be and is hereby a provision of the contract and shall be endorsed on the reverse side of all Certificates of Insurance.

The Bidder, its contractors, suppliers, sub-contractors, agents and employees shall strictly observe and comply with all applicable safety laws, rules and regulations and with any accident prevention programs of all regulatory agencies exercising jurisdiction. The Bidder further agrees to provide such protection as is necessary to protect its workmen and those of the Village and all sub-contractors from its operations. In the event that additional safety measures are required, the bidder will install or procure and provide such safety measures at its own expense. The Bidder, its sub-contractors, suppliers, and agent agree to adhere strictly to all provisions of the Federal Occupational Safety and Health Act (PL91-596), as well as the New York State Labor Law and any other statutes pertaining to the safety of workers. To the fullest extent permitted by law, the bidder shall hold harmless, indemnify and defend the Village against all losses, claims, actions, demands, damages, liabilities, fines, expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, sub-contractors, suppliers, agents and material men. The indemnity provided by the requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

SPECIFICATIONS

During the course of the winter season, the Department of Public Works of the Village of Brewster requires snow removal services from a private contractor to supplement the work performed by the Department, relating solely to clearing of snow and ice from sidewalks within the Village of Brewster after snow and ice events. Pursuant to Chapter 218 of the Code of the Village of Brewster, property owners are required to remove snow and ice from the portion of sidewalk in front of their property within 24 hours after the period in which snow and ice has accumulated. Upon the property owner's failure to do so, the Village of Brewster may effect such removal of snow and ice from the sidewalk. The Village intends to contract with a qualified Contractor willing to contract with the Village of Brewster on an as needed basis during the course of the winter season and to establish in advance the rate of compensation for such services.

By seeking proposals from contractors, the Village does not represent that it will utilize the Contractor's services any guaranteed number of times over the course of the year. The Village of Brewster shall retain the right to terminate any contract with the Contractor if the Contractor fails to meet and maintain the terms described in this document or fails to perform work in a workman-like manner within the demands and time constraints established by the Village for the service.

It is the intent of the Village of Brewster to enter into a contract with a properly equipped and qualified company for snow removal services on an as needed basis. Work shall include but not be limited to snow plowing, loading, and hauling to a site designated by the Village. Service shall be available within 3 hours of a request from the Village. Bid prices shall be full compensation for all labor, materials, use of tools, and equipment, insurance, overhead, and other costs necessary as required and specified herein. Payment will be made after submission of an invoice and verification by the Superintendent of the Department of Public Works of work completed.

The work to be done shall be under the general supervision of the Superintendent of the Department of Public Works. The contractor shall immediately comply with any and all orders and instructions given. The sequence of execution of the work and the general conduct shall be subject to the approval and direction of the local municipal representative. Contractor shall provide experienced and appropriately licensed employees and utilize insured, registered and inspected equipment that complies with all Federal and State safety requirements.

The contractor is required to obtain, maintain and produce all such insurance coverage. The Village of Brewster is exempt from any damages, losses or injuries that could be incurred in connection with the performance of the contract. The Village reserves the right to withhold contract payments to vendors who fail to furnish such documentation.

The work shall be done to the satisfaction of the Superintendent of the Department of Public Works. The judgment of the Superintendent of the Department of Public Works shall be final.

Contractor Qualification Questionnaire

1. Year in which company first began providing snow removal services _____
2. Municipalities or private companies to which snow removal services have been provided within the last three years, including contact person and telephone number:

Name _____ _____ Address _____ _____ _____ Telephone Number _____ Contact Person _____	Name _____ _____ Address _____ _____ _____ Telephone Number _____ Contact Person _____
Name _____ _____ Address _____ _____ _____ Telephone Number _____ Contact Person _____	Name _____ _____ Address _____ _____ _____ Telephone Number _____ Contact Person _____

3. Equipment list:

Type _____ _____ Make _____ _____ Model _____ _____ Year _____ _____ Condition _____ _____	Type _____ _____ Make _____ _____ Model _____ _____ Year _____ _____ Condition _____ _____
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Type_____	Type_____
_____	_____
Make_____	Make_____
_____	_____
Model_____	Model_____
_____	_____
Year_____	Year_____
_____	_____
Condition_____	Condition_____
_____	_____

Type_____	Type_____
_____	_____
Make_____	Make_____
_____	_____
Model_____	Model_____
_____	_____
Year_____	Year_____
_____	_____
Condition_____	Condition_____
_____	_____

Type_____	Type_____
_____	_____
Make_____	Make_____
_____	_____
Model_____	Model_____
_____	_____
Year_____	Year_____
_____	_____
Condition_____	Condition_____
_____	_____

(BID PRICES IN FIGURES: (Note: price includes both the piece of equipment/vehicle and a licensed operator)

Type of Equipment	Bid price – hourly rate per piece of equipment (including labor)	Number of this type of equipment contractor will provide

Date

Legal Name of Person, Firm or Corporation

Seal of Corporation: _____

Business Address of Person, Firm or Corporation

By: _____
Signature and Title

NON-COLLUSIVE BIDDING CERTIFICATION

Made pursuant to Section 103-d of the General Municipal Law of the State of New York, as amended by the Laws of 1966.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3), above, have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) , above, have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Legal Name of Person, Firm or Corporation

Date

Seal of Corporation:

Business Address of Person, Firm or Corporation

By: _____
Signature and Title